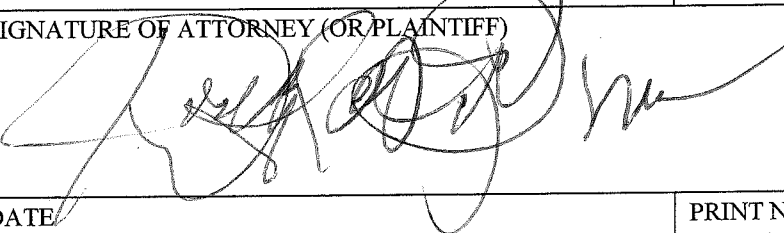


B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Carrie Smith	DEFENDANTS Ahmed A. Ramadan	
ATTORNEYS (Firm Name, Address, and Telephone No.) Roger Manus 225 Hillsborough Street Raleigh, NC 27603	ATTORNEYS (If Known) Danny Bradford 455 Swistside Drive, Suite 106 Cary, NC 27518	
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) to determine that debt is non-dischargeable under Section 523(a)(2).		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$12,975 plus attorney fees	
Other Relief Sought		

B104 (FORM 104) (08/07), Page 2

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Ahmed A. Ramadan		BANKRUPTCY CASE NO. 11-02734-8-SWH
DISTRICT IN WHICH CASE IS PENDING EDNC	DIVISION OFFICE Raleigh	NAME OF JUDGE Humrickhouse
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 9/2/11	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Douglas Q. Wickham, Esq.	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
RALEIGH DIVISION

IN RE:

AHMED A. RAMADAN,

Debtor.

Case No. 11-02734-8-SWH

Chapter 7

CARRIE SMITH,

Plaintiff,

Adv. Proc.

No. 11-_____-8-SWH

Vs.

AHMED A. RAMADAN,

Defendant.

**COMPLAINT TO DETERMINE THAT DEBT
IS NOT DISCHARGEABLE UNDER SECTION 523(a)(2)**

Plaintiff, Carrie Smith, by the undersigned counsel, states:

1. This Court has jurisdiction under 11 U.S.C. § 523 and 28 U.S.C. § 1334. This adversary proceeding relates to this case under Chapter 7 of the Bankruptcy Code, now pending in this Court. This is a core proceeding under 28 U.S.C. § 157(b)(2)(I).

2. Plaintiff entered into an oral contract with the Debtor/Defendant whereby Defendant obligated himself to do restoration work on the interior of Plaintiff's home.

3. Plaintiff became a creditor of Defendant when the Defendant defrauded Plaintiff in connection with that contract, as further described below.

4. Defendant falsely represented to Plaintiff that: (1) the subflooring had been replaced, (2) new carpet had been put down, (3) she owed him \$950 for plumbing work due to

the 2 pipes that burst during repairs, and (4) that he installed Pergo laminate wood flooring in the hallway.

5. In truth, (1) the subflooring had not been replaced, but had been covered by replacement carpet or flooring, (2) old carpet was put down instead of new, (3) the plumbing work due to the pipes that burst during repairs only cost \$526.42, which Plaintiff had already paid to the plumbing contractor directly and in full, and finally (4) Defendant installed vinyl flooring in the hallway instead of Pergo flooring.

6. Defendant knew that these representations were false and deliberately made them with the intent to deceive and with the intent that Plaintiff rely on them.

7. Plaintiff reasonably believed and justifiably relied on Defendant's invoices and was thus induced to use her homeowner's insurance money to pay for materials that were never used and for services that the Defendant either never performed or performed in a manner inconsistent with the contract.

8. As a proximate result of these false representations, Plaintiff suffered damages in using up her insurance proceeds and being forced to incur additional debt to hire a second contractor to repair and finish Defendant's work.

9. Plaintiff is thus entitled to compensation for those damages in the amount of \$4,125.00.

10. Around the same time, Defendant defrauded Plaintiff in connection with a second oral contract, this one having to do with renovation work on the outside of Plaintiff's house.

11. For this contract, Defendant billed Plaintiff for replacing 65 pieces of siding at \$30 each, for a total of \$1,950.

12. In truth, Defendant replaced only 20 pieces of siding, which at \$30 each, would have cost \$600.

13. Defendant deliberately made the false representation on the invoice for the siding work with the intent to deceive and with the intent that Plaintiff rely on it.

14. Plaintiff reasonably believed and justifiably relied on Defendant's invoice and was thus induced to pay for the work that was not done.

15. As a proximate result of this false representation, Plaintiff paid \$200 of the overbilling for the work on the outside of the house and is entitled to compensation for that.

16. Said debts of \$4,125 and \$200 are not dischargeable under Section 523(a)(2) because they are based on the debtor's false pretenses, false representation, and actual fraud.

17. Defendant is engaging in conduct in or affecting commerce.

18. Defendant's fraudulent acts in the conduct of his business constitute unfair and deceptive trade practices.

19. These unfair and deceptive acts or practices are the proximate cause of injury to the Plaintiff.

20. Plaintiff's attorney has sent demand letters to Defendant and his attorney. The letters described the defects, informed Defendant of the possibility of litigation, and offered to settle out of court. Although deadlines were specified, to date no response has been received from Defendant. Thus, Defendant has refused without warrant to fully resolve this matter.

21. Because Defendant violated Plaintiff's rights under N.C. Gen. Stat. §75-1.1, she is entitled to receive a trebling of compensatory damages and attorney fees.

WHEREFORE, Plaintiff prays that this Court:

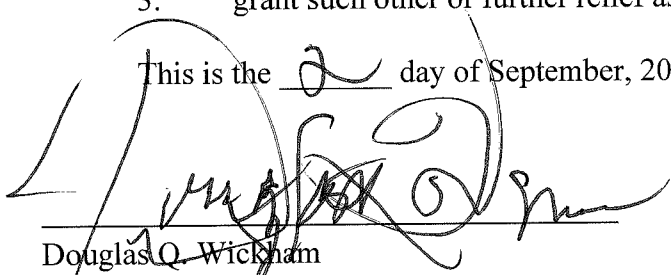
1. determine, under Code section 523(a)(2), that said debts are excepted from discharge

2. adjudge that there is due and owing the payment of:


- a. compensatory damages in the amount of \$4,325,
- b. trebling of compensatory damages,
- c. reasonable attorney's fees,
- d. the costs of this action,

3. grant such other or further relief as to the court may deem just and proper.

This is the 2 day of September, 2011.



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